



PAUL HIGA
Acting Chief Probation Officer

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT
9150 EAST IMPERIAL HIGHWAY, DOWNEY, CALIFORNIA 90242
(562) 940-2513



February 3, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AGREEMENT FOR THE TELEVISION AND MOTION PICTURES
RIGHTS TO THE CAMP KILPATRICK SPORTS PROGRAM
(3 VOTES, ALL SUPERVISORIAL DISTRICTS)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve contracting with Stanhaven Productions, Inc. to grant them the exclusive television and motion picture rights to the Camp Kilpatrick Sports Program for a term to commence following Board approval, and delegate the Chief Probation Officer authority to negotiate, finalize and execute an agreement substantially similar to the attached draft after final approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

The purpose of the recommended actions is to obtain Board approval to contract with Stanhaven Productions, Inc. for the television and motion picture rights to the Camp Kilpatrick Sports Program. The agreement includes a provision that requires Stanhaven Productions to provide the camp with professionals to teach documentary filmmaking to camp youths. The project will also benefit camp youths by providing funding for Camp Kilpatrick.

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Implementation of Strategic Plan Goals

The recommended Board actions are consistent with the Countywide Strategic Plan, Goal #1, Service Excellence and Goal #4, Fiscal Responsibility.

FINANCIAL IMPACT/FINANCING:

For the exclusive rights to the Camp Kilpatrick Sports Program story, Stanhaven Productions, Inc. is offering \$10,000 to \$100,000, depending on the nature of the production. Additional benefits that may accrue to the sports program include corporate sponsorship, celebrity involvement, and facility improvement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The sports/academic program at Camp Kilpatrick was implemented as a pilot project in June 1988. The program is designed for minors ordered to camp who have both academic potential and athletic ability. The academic program emphasizes college preparation, and includes individual tutoring and college entrance test preparation. While in camp, the minors in the sports program compete with local community high schools in a variety of sports sanctioned by the California Inter-Scholastic Federation.

On August 29, 1989, your Board approved an agreement giving television and motion picture rights to Stanhaven Productions at Camp Kilpatrick. However, due to several factors, production did not start prior to the agreement's expiration. The production company now has commitments from Columbia Pictures and is well positioned to go forward with the project. The proposed agreement will give Stanhaven Productions, Inc. the exclusive television and motion picture rights to the Camp Kilpatrick Sports Program. The project developed will be based in whole or in part upon the history, activities, and experiences of the Camp Kilpatrick Sports Program.

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CONTRACTING PROCESS:

The attached draft agreement was negotiated with Stanhaven Productions, Inc. by the Probation Department with the assistance of County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

The agreement will have no significant impact on current services or projects.

Respectfully submitted,

PAUL HIGA
Acting Chief Probation Officer

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Attachment

C: Chief Administrative Officer
County Counsel

**AGREEMENT FOR THE TELEVISION & MOTION PICTURE RIGHTS
TO THE CAMP KILPATRICK SPORTS CAMP PROGRAM**

This agreement is made and entered into this _____ day of _____, 2005, between the COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "COUNTY," and Stanhaven Productions, Inc., located at 1037 Westcreek Lane, Westlake Village, CA 91362, hereinafter referred to as "CONTRACTOR."

WITNESSETH

WHEREAS, the COUNTY, through the Residential Treatment Services Bureau of the Probation Department (the "Probation Department"), maintains the Camps operation for detained youth; and

WHEREAS, CONTRACTOR plans to develop a story of the Camp Kilpatrick Sports Program which will be suitable for a feature film; and

WHEREAS, the Probation Department believes that it can cooperate with CONTRACTOR with no adverse impact on its camp program; and

WHEREAS, the Probation Department believes that a high quality production such as is contemplated by CONTRACTOR can serve to further enhance its image;

WHEREAS, the Probation Department believes that this agreement may produce revenue ranging from \$10,000 to \$100,000 depending upon the nature of the production(s); and

WHEREAS, CONTRACTOR will also provide a class in documentary filmmaking for twenty camp residents of at least two hours per class, one day a week for twelve weeks. CONTRACTOR will provide all course materials and curriculum. Class timing and curriculum are subject to the approval of County's Camp Director.

NOW THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, the parties do covenant and agree as follows:

1. COUNTY does hereby grant to CONTRACTOR for the time period set forth below the exclusive television and motion picture rights to the Camp Kilpatrick Sports Camp Program. The project developed will be based in whole or in part upon the history, activities and experiences of the Camp Kilpatrick Sports Camp Program and, to the extent the COUNTY has the right to so grant, based on the experiences and activities of individuals employed by the Probation Department. CONTRACTOR may exploit any productions produced hereunder in any and all

media now known or hereafter devised, and in connection therewith in publications, advertising, merchandising and publicity material in connection with such productions.

COUNTY grants to CONTRACTOR the exclusive right, but not the obligation, to produce or cause to be produced a filmed or taped episodic television series, documentary or feature motion picture.

COUNTY further grants to CONTRACTOR the exclusive right to portray, represent and impersonate the Probation Department and the Camp Kilpatrick Sports Camp or an entity resembling the Probation Department and the Camp Program under the Probation Department's legal title or a fictitious name and to make use of any trademarks, trade names, copyrights, logos, emblems and insignia owned or controlled by the Probation Department during the production of any productions produced hereunder. The COUNTY agrees to refrain from entering into a similar agreement relative to production of television or movie productions based upon the Camp Kilpatrick Sports Camp Program with any other parties during the exclusive period of this agreement.

2. The COUNTY's Probation Department will consult with CONTRACTOR and lend its technical aid and knowledge in connection with the writing or production of any feature film produced hereunder. Without limiting CONTRACTOR's access to other departmental personnel, CONTRACTOR and the Probation Department shall jointly agree upon a primary contact person in the Probation Department to serve as a liaison between the parties hereto. The Probation Department will use reasonable efforts to assist CONTRACTOR in obtaining releases from any other third party as CONTRACTOR may reasonably require.
3. The Probation Department shall upon request, provide facts, data, background and other available materials that may be pertinent to the history of the Department and the camp Kilpatrick Sports Program for use in connection with the exercise of the rights granted hereunder. The Probation Department shall permit its employees, outside of work hours, to meet with any writers engaged by CONTRACTOR, so the writers can gather anecdotally or other material for CONTRACTOR's productions. COUNTY assumes no liability for use of said materials by CONTRACTOR.
4. It is agreed that all rights in and to all productions produced by CONTRACTOR hereunder, including without limitation, all rights and any material supplied by the Probation Department hereunder that are incorporated into such productions, shall be vested as between the COUNTY, and the Probation Department and CONTRACTOR, solely in CONTRACTOR. Such rights shall include, without limitation, all rights of copyright and shall vest in CONTRACTOR in perpetuity and throughout the universe.

5. The COUNTY agrees that an entity in any production produced hereunder may resemble the Probation Department and the Camp Kilpatrick Sports Program and hereby grants to CONTRACTOR the full right and authority to use the Probation Department's name and characteristics in and in connection with such entities. The COUNTY understands the need of producers of motion pictures to fictionalize portions of a story for the purpose of dramatic interest. The COUNTY acknowledges that the COUNTY and the Probation Department shall have no right of approval or control over the Picture. The COUNTY acknowledges and agrees that such entities may contain some of the Probation Department's characteristics and not others, and that said entities may participate in activities in which the Probation Department did and did not actually participate. CONTRACTOR will have the right to use the Probation Department's and Camp Kilpatrick Sports Program's history, experiences and activities (collectively the "Story") in historical, factual or fictionalized form or in any combination of the foregoing, to add to, subtract from, dramatize, fictionalize, change, interpret and adapt the Story or part thereof, and to use one or more incidents in and from the Story whether in historical, factual or fictionalized form in conjunction with other material or property of any description, and the transmission, production, distribution, exploitation, advertising and publicizing of any literary and/or dramatic works or any part thereof.
6. CONTRACTOR agrees to furnish the script(s) for any productions based on the Story to the Probation Department for the Probation Department's review and comment, and to give full consideration to each of the Department's recommendations and suggested revisions in the exercise of CONTRACTOR's good faith business and creative judgment. All of the Department's comments shall be made in a prompt fashion so as not to delay production. In the event that after good faith consultation with the Probation Department regarding any of the matters referred to in this paragraph, there remains any area of creative or other disagreement which cannot be resolved, the Probation Department acknowledges that CONTRACTOR must have the right of final decision in order to enable it to produce and complete any productions in accord with its contractual obligations. If the Probation Department does not provide comments within ten (10) business days from its receipt of a script, the Probation Department shall be deemed to have no comments with respect to the script.
7. CONTRACTOR agrees that it will not derogatorily depict any identifiable member of the Probation Department, nor any officer or employee of the County of Los Angeles or of the Los Angeles County Probation Department. "Derogatory Depiction" means only a depiction of an identifiable member of the Probation Department engaging in "Official Misconduct," "Substance Abuse," or

"Sexual Misconduct." "Official Misconduct" shall be defined as conduct for which a probation officer would be terminated for cause pursuant to the rules of the Probation Department. "Substance Abuse" shall be defined as the use of illegal drugs (i.e., the use of alcohol shall not be deemed substance abuse). "Sexual Misconduct" shall be defined as the depiction of a member of the Probation Department engaging in sexual relations with a minor. CONTRACTOR agrees to make revisions to the script(s) as requested by the Probation Department or to delete any scenes deemed objectionable by the Probation Department which contain any derogatory depiction of a member of the Probation Department, as defined in this paragraph 7. If the COUNTY does not provide comments within ten business days of its receipt of a script, the Probation Department will be deemed to have no objections thereto. The COUNTY recognizes that in connection with the production of a motion picture, CONTRACTOR may need to create one or more characters who will provide dramatic conflict. These characters may have certain negative personality traits. CONTRACTOR agrees that it will not use a specific, identifiable member of the Probation Department for this purpose, nor will CONTRACTOR imply that the Probation Department endorses or supports the negative personality traits. The COUNTY agrees, however, that the negative portrayal of a fictional member of the Probation Department or of a fictionalized member of the Probation Department who is not identifiable as a specific real person will not constitute a breach of this paragraph 7. CONTRACTOR's failure to comply with the terms of this paragraph 7 shall be deemed a material breach of this Agreement.

8. CONTRACTOR is not to interfere with or impede the operations of the Camp and will cooperate with instructions of Probation Department personnel.
9. The COUNTY agrees not to assert or maintain against CONTRACTOR or any of CONTRACTOR's assigns, licensees or the directors, shareholders, employees, officers or agents of any of the foregoing, any claim, action, suit or demand of any kind in connection with CONTRACTOR's use of the rights granted hereunder, and without limiting the generality of the foregoing, the COUNTY specifically agrees not to assert any claim of invasion of property, publicity, or other civil rights, defamation, libel or slander, trademark or copyright infringement or for any other reason in connection with CONTRACTOR's use of the rights granted hereunder. The COUNTY further releases CONTRACTOR and all the foregoing parties from and against any and all claims, liabilities, actions, costs and expenses whatsoever in law or in equity, known or unknown, anticipated and unanticipated, suspected or unsuspected which the COUNTY and the Probation Department have ever had, now have or may hereafter have by reason of any matter, cause or thing arising out of CONTRACTOR's use of the rights granted hereunder. Nothing contained in this paragraph nine shall be construed to be a waiver of any claim the COUNTY may have for breach of this

Agreement. The COUNTY acknowledges and agrees that in the event of any breach by CONTRACTOR of this Agreement, the COUNTY's sole remedy shall be an action at law for monetary damages, if any, and the COUNTY waives any right to seek or obtain injunctive or other equitable relief.

10. Term

The exclusive term of this Agreement shall commence upon the COUNTY's approval of this Agreement and shall continue thereafter until there is a consecutive period of two (2) years in which no new productions of any type (including but not limited to episodes of a series) are produced by CONTRACTOR, subject to an extension if no new productions are produced during such two-year periods due to reasons of force majeure events beyond CONTRACTOR's control. Thereafter, CONTRACTOR shall have the non-exclusive right to continue to exploit the rights granted to CONTRACTOR hereunder (including but not limited to the right to produce new productions hereunder).

11. Compensation

A. Contract Sum

Upon payment to the County of \$10,000, which payment shall be applicable against the payment for the exclusive motion picture rights, the exclusive term of the Agreement will continue through and including a four year option period. CONTRACTOR will pay COUNTY \$100,000 for a theatrical feature. Payment shall be made at the commencement of principal photography. The money received will be in the form of a payment to the COUNTY, specifically designated to benefit the Camp Kilpatrick Sports Program.

In the event that CONTRACTOR produces a remake or a sequel to any documentary, television movie, television series and/or feature length motion picture. CONTRACTOR will pay the COUNTY \$50,000.

B. Fees

CONTRACTOR will reimburse all reasonable costs incurred by the COUNTY to satisfy filming requirements of CONTRACTOR at the prevailing COUNTY rates at the time of the filming.

Payment of any fees and donations shall be due thirty days after the first day of shooting.

C. Other

CONTRACTOR will provide a class in documentary filmmaking of two hours per class, one day a week for twelve weeks for twenty youths who are Camp residents.

12. Nothing contained in this Agreement shall be construed to be prejudicial to, or operate in derogation of, any rights, licenses, privileges or property which CONTRACTOR or its successors, licensees or assigns may enjoy or be entitled to as a member of the public, even if this instrument were not in existence.

13. Indemnification

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

CONTRACTOR's indemnification obligations shall be exempted for claims and losses that are due to the negligence or intentional misconduct of the County or its officers, employees, and agents.

14. Insurance

- A. CONTRACTOR shall maintain a level of insurance necessary to comply with the reasonable insurance requirements of the Film Permit Office.
- B. Worker's Compensation: A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California including Employers Liability with a \$150,000 limit, covering all persons providing services on behalf of CONTRACTOR and all risks to such persons under this Agreement.
- C. Failure to Procure Insurance
Failure on the part of CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract if such failure is not cured within ten (10) days of CONTRACTOR's receipt of a written notice from the COUNTY or Probation Department regarding such failure.

15. Notices

All notices shall be written and hand delivered or mailed first class with postage, prepaid, addressed to COUNTY or to CONTRACTOR at any address COUNTY or CONTRACTOR shall provide to each other in writing.

The COUNTY agrees to execute or cause to be executed such further documents and instruments as CONTRACTOR may reasonably request in order to effectuate the terms and intentions of this Agreement. This Agreement shall constitute the entire agreement between the parties hereto and shall supersede any and all prior negotiations and communications with respect thereto.

16. Changes and Amendments of Terms

This Agreement cannot be modified, amended or supplemented except by written instrument executed by the parties hereto.

17. Assignment

This Agreement, or any interest therein, including any claims for monies due or to become due with respect thereto, may be assigned only upon the written consent of the other party, which consent shall not unreasonably be withheld, and any prohibited assignment shall be null and void. County hereby consents to CONTRACTOR's assignment of its rights hereunder to Columbia Pictures Inc. Any payments to any assignee of any claim under this Agreement, in consequence of such consent, shall be subject to set-off, recoupment or other reduction for any claim which one party may have against the other.

18. Governing Laws

This contract shall be construed in accordance with and governed by the laws of the State of California.

19. Termination for Improper Consideration

COUNTY may by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this contract if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the contract or securing favorable treatment with respect to the award, amendment or extension of the contract or making of any determinations with respect to CONTRACTOR's performance pursuant to the

contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

20. Contractor's Warranty of Adherence to County's Child Support Compliance Program

CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

21. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in paragraph 20 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of within notice shall be grounds upon which the County may terminate this Contract.

22. Independent Contractor Status

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

23. General Insurance Requirements

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

A. **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to: Los Angeles County Probation Department, Attention: Yolanda Young, Contract And Grants Management Division, 9150 East Imperial Highway, Room A66, Downey, California 90242, prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;

- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a certificate of self insurance or bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. A corporate surety licensed to transact business in the State of California shall execute such bond.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

C. Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

D. Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the

Contractor under this Contract.

- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

E. **Compensation for County Costs:** In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. **Insurance Coverage Requirements for Subcontractors:** The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

24. Insurance Coverage Requirements

A. **General Liability** insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

B. **Automobile Liability** written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. **Workers' Compensation and Employers' Liability** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as

required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

The payroll company for the picture, if applicable, rather than Contractor will provide workers Compensation and Employer Liability insurance. Such insurance shall meet the above requirements and be approved by the County's Risk Management.

25. Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

26. Compliance with Laws

- A. CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein, are hereby incorporated by this reference.
- B. CONTRACTOR shall indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation on the part of CONTRACTOR of such laws, rules, regulations and ordinances.

27. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

28. Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

29. Employment Eligibility Verification

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

30. Assurance of Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

31. Nondiscrimination in Employment

A. CONTRACTOR certifies and agrees that all persons employed by it, its

affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, sex, age or condition of physical or mental handicap, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- B. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, ancestry, national origin, age or condition of physical or mental handicap or marital status, or political affiliation. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination, rates or pay or other forms of compensation and selection of training, including apprenticeship.
- C. CONTRACTOR shall deal with its subcontractors, proponents, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age or condition of physical or mental handicap or marital status, or political affiliation.
- D. CONTRACTOR shall give COUNTY representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.
- E. If COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which COUNTY may determine to cancel, terminate, or suspend this contract. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of this contract have been violated, in addition, a determination by the California Fair Employment Practices Commission of the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated State and Federal anti-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this contract.
- F. The parties agree that in the event CONTRACTOR violates the anti-discrimination provisions of this contract, COUNTY shall, at its option, be entitled to a sum of five hundred dollars (\$500.00) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating or suspending this contract.

32. Conflict of Interest

No County employee whose position with the County enables such employee to

influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

33. Termination For Non-Adherence Of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

34. Confidentiality

The CONTRACTOR shall be responsible for safeguarding all Probation Information provided for use by the CONTRACTOR.

- A. The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under this contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

The CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this contract. The CONTRACTOR shall cause each employee performing services covered by this contract to sign and adhere to the

“Contractor Employee Acknowledgment, and Confidentiality Agreement”. The CONTRACTOR shall cause each non-employee performing services covered by this contract to sign and adhere to the “Contractor Non-Employee Acknowledgement and Confidentiality, Agreement”.

B. Confidentiality of Juvenile Records

By State law (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Probation case information which is in the CONTRACTOR’S care and possession is confidential and no information related to anyone except those authorized employees of the Los Angeles County Probation Department and law enforcement agencies. Unless this provision is waived by the County’s Delinquency Court, CONTRACTOR shall adhere to this condition.

- C. Employees of CONTRACTOR shall be given a form to sign regarding confidentiality of the information in the juvenile records. Copies of the form are to be sent to Contract Manager within five (5) business days of start of employment.
- D. Violations: CONTRACTOR agrees to inform all of its employees, agents, subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of said State law is guilty of a misdemeanor

35. Authorization Warranty

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

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IN WITNESS HEREOF, the parties hereto have executed this MOU as of the month, day, and year first written above.

LOS ANGELES COUNTY
PROBATION DEPARTMENT

STANHAVEN PRODUCTIONS, INC.

By _____
PAUL HIGA,
ACTING CHIEF PROBATION OFFICER

By _____
Title _____

Approved as to form:

Raymond G. Fortner, Jr.,
County Counsel

By _____
Gordon W. Trask
Principal Deputy

Date: _____